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10 Attorneys for Chapter 11 Debtor and
11 Debtor-in-Possession

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

THE SOURCE HOTEL, LLC, a
California limited liability company,

Debtor and Debtor in Possession.

Case No.: 8:21-bk-10525-ES

Chapter 11

**DEBTOR'S SECOND CHAPTER 11
STATUS REPORT**

Status Conference:

Date: August 12, 2021
Time: 10:30 a.m.
Place: ZoomGov

1 **TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE UNITED STATES TRUSTEE, ALL SECURED CREDITORS, TWENTY**
3 **LARGEST UNSECURED CREDITORS, AND ALL PARTIES WHO HAVE**
4 **REQUESTED SPECIAL NOTICE IN THIS CASE:**

5 The Source Hotel, LLC, a California limited liability company and the chapter 11 debtor
6 and debtor-in-possession herein (the “Debtor”), hereby files this updated status report (the
7 “Status Report”) in advance of the continued Chapter 11 status conference scheduled on August
8 12, 2021.

9 The Debtor filed a voluntary petition for relief under Chapter 11 of 11 U.S.C. §§ 101 *et*
10 *seq.* (the “Bankruptcy Code”) on February 26, 2021 (the “Petition Date”). The Debtor is
11 continuing to manage its financial affairs and operate its bankruptcy estate as a debtor-in-
12 possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

13 Since at least 2014, Debtor has been developing a full-service, seven-story hotel with 178
14 rooms in the City of Buena Park, County of Orange, State of California (the “Hotel”), which
15 upon completion will include conference rooms, an executive lounge, fitness center, restaurant,
16 bars, and cleaning services. The Debtor does not own the real property on which the Hotel is
17 being constructed, but is a lessee pursuant to a 99-year ground lease for such real property (the
18 “Ground Lease”) with the Debtor’s affiliate, The Source at Beach, LLC.

19 **I.**

20 **ISSUES WHICH WILL NEED TO BE ADDRESSED IN THE DEBTOR’S CASE**
21 **TO SUCCESSFULLY REORGANIZE**¹

22 There are a number of contested matters pending in the Debtor’s bankruptcy case, as
23 described below.

24

25 ¹ In accordance with Rule 201 of the Federal Rules of Evidence, the Debtor requests that the
26 Court take judicial notice of the Declaration of Donald Chae filed in support of (and annexed to)
27 that certain *Debtor’s Chapter 11 Status Report* filed by the Debtor on April 22, 2021 [Doc. No.
28 93], which provides detailed information regarding the Debtor’s business and financial affairs,
 and the events which led to the Debtor’s bankruptcy filing.

1 **A. SARE Motion and Appeal.**

2 On March 25, 2021, Shady Bird filed that certain *Motion Of Shady Bird Lending, LLC*
3 *For Order Designating Chapter 11 Case As Single Asset Real Estate Case Pursuant To 11*
4 *U.S.C. §§ 101(51B) And 362(d)(3)* [Doc. No. 49] (the “SARE Motion”), pursuant to which
5 Shady Bird sought the entry of a Court order designating the Debtor’s chapter 11 bankruptcy
6 case as a “single asset real estate” case pursuant to 11 U.S.C. §§ 101(51B) and 362(d)(3). On
7 April 1, 2021, the Debtor filed its opposition to the SARE Motion [Doc. No. 64] and, on April 8,
8 2021, Shady Bird filed its reply to the Debtor’s opposition to the SARE Motion [Doc. No. 73].

9 At the hearing on the SARE Motion held on April 15, 2021, the Court denied the SARE
10 Motion. The Court entered a written order denying the SARE Motion on April 28, 2021 [Doc.
11 No. 97] (the “SARE Order”). Accordingly, the Debtor’s bankruptcy case is not deemed to be a
12 “single asset real estate” case.

13 On April 28, 2021, Shady Bird filed a notice of appeal of the SARE Order [Doc. No.
14 104], thereby initiating an appeal (the “SARE Appeal”) before the Bankruptcy Appellate Panel
15 for the Ninth Circuit Court of Appeals (“BAP”). On May 3, 2021, the Debtor filed a statement
16 electing to have the SARE Appeal heard by the United States District Court for the Central
17 District of California (the “District Court”) instead of the BAP. Thereafter, the SARE Appeal
18 was transferred to the District Court and bears the case number 8:21-cv-00824-FLA.

19 On May 7, 2021, Shady Bird filed a motion seeking to expedite the SARE Appeal in the
20 District Court. On June 24, 2021, the District Court entered an order denying Shady Bird’s
21 motion to expedite the SARE Appeal.

22 On June 25, 2021, Shady Bird filed its opening brief in the SARE Appeal. The Debtor
23 filed its answering brief in the SARE Appeal on July 26, 2021.

24 **B. Receiver Motion.**

25 Prior to the Petition Date, Shady Bird sought an order appointing a receiver and other
26 related relief before the Superior Court of California, County of Orange, Central Justice Center
27 (“Superior Court”). On February 17, 2021, the Superior Court entered an order appointing
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1 Bellann R. Raile as Receiver to, among other things, take possession of the Hotel and all goods,
2 furniture, fixtures, and equipment attached and/or related to the Hotel.

3 On March 25, 2021, Shady Bird filed that certain *Motion Of Shady Bird Lending, LLC*
4 *For Order Excusing State Court Receiver From Turnover Of Assets Pursuant To 11 U.S.C. § 543*
5 [Doc. No. 51] (the “Receiver Motion”), pursuant to which Shady Bird sought the entry of a
6 Court order excusing the Receiver from complying with the requirements of 11 U.S.C. § 543,
7 specifically, the requirement to deliver to the Debtor all property belonging to the Debtor over
8 which the Receiver currently has possession, custody or control. On April 1, 2021, the Debtor
9 filed its opposition to the Receiver Motion [Doc. No. 65] and, on April 8, 2021, Shady Bird filed
10 its reply to the Debtor’s opposition to the Receiver Motion [Doc. No. 72].

11 At the hearing on the Receiver Motion held on April 15, 2021, the Court continued the
12 hearing on the Receiver Motion to June 3, 2021 at 2:00 p.m. and granted the Receiver Motion on
13 an interim basis to permit the Receiver to make certain repairs and perform certain work on the
14 Hotel with funds “gifted” to the Debtor’s estate by Shady Bird up to \$200,000 (the “Gifted
15 Advances”). The Court entered a written order granting the Receiver Motion on an interim basis
16 on April 28, 2021 [Doc. No. 99] (the “First Receiver Order”).

17 As discussed in detail below, the Court entered a written order granting the Receiver
18 Motion on a further interim basis on July 1, 2021 [Doc. No. 180] (the “Second Receiver Order”).

19 **C. RFS Motion.**

20 On April 1, 2021, Shady Bird filed that certain *Notice Of Motion And Motion For Relief*
21 *From The Automatic Stay Under 11 U.S.C. § 363 (Real Property)* [Doc. No. 62] (the “RFS
22 Motion”), pursuant to which Shady Bird seeks relief from the automatic stay so that it may
23 foreclose on the Hotel. On April 8, 2021, the Debtor filed its opposition to the RFS Motion
24 [Doc. No. 74] and, on April 15, 2021, Shady Bird filed its reply to the Debtor’s opposition to the
25 RFS Motion [Doc. No. 81].

26 At the hearing on the RFS Motion held on April 22, 2021, the Court continued the
27 hearing on the RFS Motion to June 3, 2021 at 2:00 p.m., to be held concurrently with the hearing
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1 on the Receiver Motion.

2 On May 20, 2021, Shady Bird filed its supplemental brief in support of the Receiver
3 Motion and the RFS Motion [Doc. No. 135] (the “Shady Bird’s Supp Brief”). The Receiver also
4 filed a supplemental brief in support of the Receiver Motion [Doc. No. 136] on May 20, 2021.
5 That same day, the Debtor filed its supplemental brief in opposition to the Receiver Motion and
6 the RFS Motion and certain declarations in support thereof [Doc. Nos. 130, 131, 132] (the
7 “Debtor’s Supp Brief”). On May 27, 2021, Shady Bird filed its reply to the Debtor’s Supp Brief
8 [Doc. No. 146], and the Debtor filed its response to Shady Bird’s Supp Brief [Doc. No. 149].

9 At the request of Shady Bird at the hearings on the Receiver Motion and the RFS Motion
10 held on June 3, 2021, the Court continued both hearings to June 10, 2021. Thereafter, at the joint
11 request of the Debtor and Shady Bird, the Court continued both hearings to June 17, 2021.

12 At the hearings on the Receiver Motion and the RFS Motion held on June 17, 2021, the
13 Court granted the Receiver Motion on a further interim basis through September 30, 2021, and
14 further continued both hearings to September 30, 2021, with any supplemental briefs due on
15 September 9, 2021, any oppositions to any supplemental briefs due on September 16, 2021, and
16 any replies to any oppositions to any supplemental briefs due on September 23, 2021. As noted
17 above, the Court entered a written order granting the Receiver Motion on a further interim basis
18 on July 1, 2021 [Doc. No. 180] (the “Second Receiver Order”).

19 **D. Broker Employment Application.**

20 On June 2, 2021, the Debtor filed an application seeking to employ NAI Capital
21 Commercial, Inc. (“NAI”) as its real estate broker to market and sell the Hotel [Doc. No. 151] (the
22 “NAI Application”). On June 15, 2021, Shady Bird filed an objection to the NAI Application
23 [Doc. No. 162] and, on June 24, 2021, the Debtor filed its reply to Shady Bird’s objection to the
24 NAI Application [Doc. No. 173].

25 At the hearing on the NAI Application held on July 1, 2021, the Court overruled the
26 objection to the NAI Application filed by Shady Bird, and approved the NAI Application in its
27 entirety. The Court entered a written order approving the NAI Application on July 2, 2021 [Doc.
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1 No. 182].

2 Shortly after the filing of the NAI Application, the Debtor and NAI Capital began an
3 active marketing and sale process for the Hotel, which process is still ongoing. The Debtor
4 anticipates filing a motion for Court approval of bidding procedures related to the sale process
5 for the Hotel shortly.

6 **E. Global Settlement with Shady Bird and Guarantors.**

7 Over a period of many weeks, the Debtor, Shady Bird, and the guarantors of the Debtor's
8 loan with Shady Bird, Donald Chae and Min Chae (the "Guarantors") engaged in extensive
9 settlement discussions in an effort to reach a consensual resolution of their various disputes. Such
10 discussions have been fruitful and have resulted in the settlement described in the that certain
11 *Stipulation For Relief From The Automatic Stay And Ancillary Relief* (together with the related
12 agreements attached thereto, the "RFS Stipulation"), a true and correct copy of which was filed
13 with the Court on July 19, 2021 as Docket Number 188.

14 The RFS Stipulation provides for the consensual resolution of the RFS Motion, the
15 Receiver Motion, and the pending state court action by Shady Bird against the Guarantors (the
16 "Guarantor Action"), in accordance with the terms and conditions set forth in the RFS Stipulation,
17 and provides for a consensual marketing and sale process for the Hotel.

18 On July 22, 2021, the Debtor filed a motion, pursuant to Rule 9019 of the Federal Rules of
19 Bankruptcy Procedure, seeking Court approval of the compromises set forth in the RFS Stipulation
20 and the related agreements attached thereto [Doc. No. 190] (the "Rule 9019 Motion"). The hearing
21 on the Rule 9019 Motion is set for August 12, 2021 at 10:30 a.m., to be held concurrently with the
22 continued Chapter 11 status conference in the Debtor's bankruptcy case.

23 **II.**

24 **POST-PETITION ADMINISTRATION AND CASH COLLATERAL USE**

25 On March 12, 2021, the Debtor filed the *Debtor's Notice Of Motion And Motion For*
26 *Entry Of An Order: (A) Requiring Turnover Of Estate Cash By Evertrust Bank; (B) Authorizing*
27 *Debtor To Use Cash Collateral; And (C) Authorizing Debtor To Obtain Post-Petition Financing*

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1 *From M+D Properties On An Unsecured Basis* [Doc. No. 21] (the “CC/Financing Motion”).
2 Pursuant to the CC/Financing Motion, the Debtor sought the entry of a Court order (i) requiring
3 Evertrust Bank to turn over and deliver to the Debtor cash held in the Debtor’s pre-petition bank
4 accounts at Evertrust Bank; (ii) authorizing the Debtor to use cash collateral in accordance with
5 the Debtor’s proposed 13-week operating budget (the “Initial Budget”); and (iii) authorizing the
6 Debtor to obtain post-petition unsecured financing up to \$100,000 (the “DIP Loan”) from the
7 Debtor’s manager, M+D Properties. The Initial Budget provided for the payment of expenses
8 critical to the maintenance and preservation of the Hotel, including insurance premiums, utility
9 expenses, post-petition utility deposits, and real property taxes.

10 On March 23, 2021, the Court entered an order granting the CC/Financing Motion on an
11 interim basis, pending a final hearing scheduled on May 6, 2021, subject to certain minor
12 modifications agreed to by the Debtor and set forth in such order [Doc. No. 46] (the “Interim
13 Order”). On May 12, 2021, the Court entered a final order granting the CC/Financing Motion
14 [Doc. No. 118] (the “Final Order”).

15 The Debtor has paid the expenses set forth in the Initial Budget, including secured real
16 property taxes which came due in April, 2021, in accordance with the terms of the Interim Order
17 and Final Order.

18 On May 19, 2021, the Debtor filed that certain *Notice Of Motion And Motion For Entry*
19 *Of An Order: (A) Authorizing Debtor To Use Cash Collateral; And (B) Authorizing Debtor To*
20 *Obtain Post-Petition Financing From M+D Properties On An Unsecured Basis* [Doc. No. 123]
21 (the “Second CC/Financing Motion”). Pursuant to the Second CC/Financing Motion, the Debtor
22 sought the entry of a Court order (i) authorizing the Debtor to use cash collateral in accordance
23 with the Debtor’s proposed operating budget covering the approximately four month period from
24 May 29, 2021 through and including October 1, 2021 (the “Second Budget”); and (iii)
25 authorizing the Debtor to obtain post-petition unsecured financing up to \$80,000 (the “DIP
26 Loan”) from the Debtor’s manager, M+D Properties.

27 On June 25, 2021, the Court entered an order granting the Second CC/Financing Motion
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1 in its entirety [Doc. No. 174] (the “Second CC Order”).

2 The Debtor is paying the expenses set forth in the Second Budget in accordance with the
3 terms of the Second CC Order.

4 **III.**

5 **COMPLIANCE WITH REPORTING REQUIREMENTS**

6 The Debtor has filed all of the monthly operating reports that have come due to date. The
7 Debtor believes that it is in substantial compliance with all of its duties under 11 U.S.C. §§ 521,
8 1106 and 1107, and all applicable guidelines of the Office of the United States Trustee.

9 **IV.**

10 **EMPLOYMENT OF PROFESSIONALS**

11 The Court entered an order approving the Debtor’s application to employ Levene, Neale,
12 Bender, Yoo & Brill L.L.P. as its bankruptcy counsel on March 31, 2021 [Doc. No. 61].

13 As noted above, the Court entered an order approving the Debtor’s application to employ
14 NAI Capital as its real estate broker on July 2, 2021 [Doc. No. 182].

15 The Debtor does not intend to employ any other professionals at this time. However,
16 should the foregoing change, the Debtor will promptly file applications to employ such
17 professionals with the Court.

18 **V.**

19 **OTHER INFORMATION REQUIRED BY STATUS CONFERENCE ORDER**

20 **A. Proposed Deadlines For Filing Proofs Of Claim And Objections To Claims.**

21 At the prior Chapter 11 status conference, the Court established July 12, 2021 as the
22 deadline for creditors to file proofs of claim in the Debtor’s bankruptcy case (“Claims Bar
23 Date”). On May 7, 2021, the Debtor filed and served a notice of the Claims Bar Date on all
24 known creditors and parties in interest [Doc. No. 112].

25 The Debtor anticipates that its plan of reorganization will provide for a deadline by which
26 objections to claims must be filed and, therefore, requests that the Court not establish a deadline for
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1 filing objections to claims at this time. However, if the Court requires that such a deadline be set
2 now, the Debtor respectfully requests that the deadline be set in January, 2022 or later.

3 **B. Proposed Deadline For Filing Plan And Disclosure Statement.**

4 On June 25, 2021, the Court entered an order granting the Debtor's first motion to extend
5 its plan exclusivity periods [Doc. No. 175]. As reflected in such order, the Debtor's exclusive
6 periods to file a plan of reorganization and obtain acceptances thereof have been extended to and
7 including September 27, 2021 and November 29, 2021, respectively, without prejudice to the
8 Debtor's right to seek further extensions of such periods.

9 Although the Debtor hopes to be in a position to file a plan of reorganization and disclosure
10 statement within its extended plan filing exclusivity period (*i.e.*, by September 27, 2021), in the
11 event that the Debtor determines it requires additional time to do so, the Debtor will file a motion
12 seeking the entry of a Court order further extending the exclusivity periods for the Debtor to file
13 and solicit a plan of reorganization pursuant to 11 U.S.C. § 1121(d).

14 Based on the foregoing, the Debtor respectfully requests that the Court not set deadlines for
15 the filing of a disclosure statement and plan of reorganization at this time, or alternatively, requests
16 that the Court establish deadlines for doing so no earlier than January 1, 2022.

17 **C. Significant Unexpired Leases And Executory Contracts.**

18 The Debtor is the lessee under the Ground Lease with its affiliate, The Source at Beach,
19 LLC. The Ground Lease is for a term of 99 years, with approximately 93 years of such term
20 remaining, and relates to the real property (the "dirt") upon which the Hotel has been
21 constructed. The Ground Lease remains fully effective, and the Debtor intends to assume the
22 Ground Lease through its bankruptcy case.

23 The Debtor is not a party to any real property leases other than the Ground Lease.

24 As reflected in the Schedules, the Debtor is a party to a number of construction related
25 services agreements as well as a third-party hotel management agreement. It is possible that
26 some of these agreements have expired by their own terms or have been terminated by the
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1 counterparts to such agreements but, generally, such agreements have been held in abeyance
2 since Hotel construction activities ceased in late 2019.

3 Dated: July 29, 2021

THE SOURCE HOTEL, LLC

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7 By: _____

8 RON BENDER
9 JULIET Y. OH
10 LEVENE, NEALE, BENDER, YOO
11 & BRILL L.L.P.
12 Attorneys for Chapter 11 Debtor and
13 Debtor-in-Possession

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document **DEBTOR'S SECOND CHAPTER 11 STATUS REPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 29, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Christopher G. Cardinale ccardinale@agclawfirm.com, mgonzalez@agclawfirm.com
- Michael G Fletcher mflletcher@frandzel.com, sking@frandzel.com
- Amir Gamliel amir-gamliel-9554@ecf.pacerpro.com, cmallah@perkinscoie.com;DocketLA@perkinscoie.com
- Robert P Goe kmurphy@goforlaw.com, rgoe@goforlaw.com;goeforecf@gmail.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Peter F Jazayeri peter@jaz-law.com
- Daniel A Lev dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com;dlev@ecf.inforuptcy.com
- Kyle J Mathews kmathews@sheppardmullin.com
- Juliet Y Oh jyo@lnbyb.com, jyo@lnbrb.com
- Ho-El Park hpark@hparklaw.com
- Ronald N Richards ron@ronaldrichards.com, morani@ronaldrichards.com
- United States Trustee (SA) ustpreigion16.sa.ecf@usdoj.gov

2. **SERVED BY UNITED STATES MAIL**: On **July 29, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service List continued on attached page

1 3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
2 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
3 on **July 29, 2021**, I served the following persons and/or entities by personal delivery, overnight mail
4 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
5 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
6 mail to, the judge will be completed no later than 24 hours after the document is filed.

7 *None.*

8 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
9 true and correct.

10

July 29, 2021	Stephanie Reichert	<i>/s/ Stephanie Reichert</i>
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

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The Source Hotel, LLC
OUST, Secured, Top 20, RSN

Counsel to Evertrust Bank
Michael Fletcher, Esq.
Frandsel Robins Bloom & Csato, L.C.
1000 Wilshire Boulevard, 19th Floor
Los Angeles, CA 90017-2427

Nancy S Goldenberg
United States Trustee (SA)
411 W Fourth St Ste 7160
Santa Ana, CA 92701-8000

Secured Creditors:

3D Design - Millwork
8152 Indianapolis Ave.
Huntington Beach, CA 92646

Aragon Construction, Inc.
5440 Arrow Highway
Montclair, CA 91763

Beach Orangethorpe II, LLC
P.O. Box 489
Buena Park, CA 90621

Beach Orangethorpe III, LLC
P.O. Box 489
Buena Park, CA 90621

Beach Orangethorpe, LLC
P.O. Box 489
Buena Park, CA 90621

Beachamp Distributing Co.
1911 South Santa Fe Avenue
Compton, CA 90221

Best Quality Painting
818 N. Pacific Ave., #C
Glendale, CA 91203

Certified Tile
14557 Calvert St.
Van Nuys, CA 91411

Evergreen Electric Construction
629 Grove View Lane
La Canada, CA 91011

Iron Mechanical
721 North B Street
Suite 100
Sacramento, CA 95811

KS Steel Corp.
1748 Industrial Way
Los Angeles, CA 90023

Nemo & Rami
1930 W. Holt Ave.
Pomona, CA 91768

Northstar
404 North Berry Street
Brea, CA 92821-3104

Pan Pacific
18250 Euclid Street
Fountain Valley, CA 92708

PDG Wallcoverings
26492 Via Juanita
Mission Viejo, CA 92691

Prime Concrete Coatings
6127 James Alan St.
Cypress, CA 90630

Resco Electric Inc.
2431 W. Washington Blvd. Suite B
Los Angeles, CA 90018

Retrolock Corp
17915 Railroad Street
City of Industry, CA 91748

Salamander Fire Protection, Inc
6103 Tyrone Street
Van Nuys, CA 91401

Shady Bird Lending, LLC
c/o Law Offices of Ronald Richards
P.O. Box 11480
Beverly Hills, CA 90213

Solid Construction
883 Crenshaw Blvd.
Los Angeles, CA 90005

Sunbelt Controls, Inc.
888 E. Walnut Street
Pasadena, CA 91101

Grant Nigolian, P.C.
695 Town Center Drive, Suite 700
Costa Mesa, CA 92626

Hunt Ortmann Palffy Nieves et al.
301 North Lake Avenue, 7th Floor
Pasadena, CA 91101-1807

Law Office of Ho-El Park, P.C.
333 City Blvd. West, Suite 1700
Orange, CA 92868

Law Office of Michael N. Berke
25001 The Old Road
Santa Clarita, CA 91381

Law Offices of Dennis G. Cocco
345 Oxford Drive
Arcadia, CA 91007

Porter Law Group, Inc.
7801 Folsom Blvd., Suite 101
Sacramento, CA 95826

Robinson & Robinson, LLP
2301 Dupont Drive, Suite 530
Irvine, CA 92612-7502

Shady Bird Lending, LLC
c/o Law Offices of Geoffrey Long
1601 N. Sepulveda Blvd., No. 729
Manhattan Beach, CA 90266

Splinter & Thai, LLP
25124 Narbonne Ave., Suite 106
Lomita, CA 90717-2140

Top 20 Unsecured Creditors:

Newgens, Inc.
14241 Foster Rd.
La Mirada, CA 90638

Cabrillo Hoist
P.O. Box 3179
Rancho Cucamonga, CA 91729

WESCO Distribution Inc.
6251 Knott Ave.
Buena Park, CA 90620

Harbor All Glass & Mirror, Inc.
1926 Placentia Ave.
Costa Mesa, CA 92627

Diablo Consulting
13200 Crossroads Parkway N
Ste. 115
City of Industry, CA 91746

Ace Tek Roofing Co.
747 S. Ardmore Ave., Suite 405
Los Angeles, CA 90005

Morrow Meadows
231 Benton Court
City of Industry, CA 91789

Chefs Toys
18430 Pacific Street
Fountain Valley, CA 92708

Stumbaugh & Associates, Inc.
3303 N. San Fernando Blvd
Burbank, CA 91504

HBA Procurement, Inc.
3216 Nebraska Ave.
Santa Monica, CA 90404

OJ Insulation LP
600 S Vincent Ave.
Azusa, CA 91702

DKY Architects
15375 Barranca Pkwy.
Suite A-210
Irvine, CA 92618

Master Glass
2225 W. Pico Blvd, Unit C
Los Angeles, CA 90006

Universal Flooring Systems
15573 Commerce Lane
Huntington Beach, CA 92649

L2 Specialties
3613 W. Macarthur Blvd., #611
Santa Ana, CA 92704

Ficcadenti Waggoner
16969 Von Karman Avenue
Suite 240
Irvine, CA 92606

Retrolock Corp
17915 Railroad Street
City of Industry, CA 91748

American Engineering Laboratories Inc.
PO Box 1816
Whittier, CA 90609